

**CAUSE NO. C-5507-16-I**

<b>REYMUNDO MATA,</b>	<b>§</b>	<b>IN THE DISTRICT COURT</b>
<b>Plaintiff,</b>	<b>§</b>	
	<b>§</b>	
<b>vs.</b>	<b>§</b>	
	<b>§</b>	
<b>DISNEY CRUISE VACATIONS, INC.</b>	<b>§</b>	<b>HIDALGO COUNTY, TEXAS</b>
	<b>§</b>	
<b>and</b>	<b>§</b>	
	<b>§</b>	
<b>STANDARD MARINE &amp;</b>	<b>§</b>	
<b>SHIP REPAIR, LLC,</b>	<b>§</b>	
<b>Defendants</b>	<b>§</b>	<b>398<sup>TH</sup> JUDICIAL DISTRICT</b>

**PETITION IN INTERVENTION**

AMERICAN INTERSTATE INSURANCE COMPANY (hereafter "AMERICAN INTERSTATE") makes its claim for subrogation by filing this, its Petition in Intervention, in the above entitled and numbered cause:

**I.**

The above entitled and numbered cause is an action for personal injuries, originally filed by Plaintiff, REYMUNDO MATA (hereinafter "MATA"), against Defendants, DISNEY CRUISE VACATIONS, INC. (hereinafter "DISNEY") and STANDARD MARINE & SHIP REPAIR, LLC (hereinafter "STANDARD").

**II.**

Plaintiff MATA can be served with this Petition in Intervention by serving his attorney-of-record, Michael Patrick Doyle, via the court's electronic filing and service system, or first class mail at The Doyle Law Firm, Clocktower Building, 3401 Allen Parkway, Suite 100, Houston, Texas 77019.

Defendant DISNEY can be served with this Petition in Intervention by serving its agent for service of process in Texas via certified mail at CT Corporation System, 350 N

St. Paul Street, Dallas, TX 75201.

Defendant STANDARD can be served with this Petition in Intervention by serving via the court's electronic filing and service system, or first class mail to its attorney-of-record, Robert M. Browning, 1177 West Loop South, Tenth Floor, Houston, Texas 77027.

### III.

Intervenor AMERICAN INTERSTATE is an insurance company duly authorized to write policies of insurance. On or about April 18, 2016, and at all times material hereto, AMERICAN INTERSTATE had in full force and effect a policy of insurance written under the Longshore & Harbor Workers' Compensation Act (hereinafter "LHWCA"), 33 U.S.C., §§ 901, *et seq.* The policy was issued to provide coverage for Gulf Coast Welding Contractors, LLC. (hereinafter "Gulf Coast"), providing benefits under the terms and provisions of the LHWCA for the employees of Gulf Coast.

### IV.

On or about April 18, 2016, the Plaintiff herein allegedly suffered an accidental injury while working on a vessel, the Disney Magic. It is upon such alleged injury by Plaintiff that this action herein against Defendants is based.

### V.

At the time Plaintiff allegedly sustained the injuries herein, AMERICAN INTERSTATE was the insurer of Gulf Coast and its employees under the terms and provisions of the LHWCA. The Plaintiff herein received benefits provided under the LHWCA and settled his claim against Gulf Coast pursuant to Section 8(i) of the LHWCA.

### VI.

For and on account of the alleged injuries made the basis of the suit, and in discharge of its obligations to the Plaintiff MATA under the terms and provisions of its policy of insurance, AMERICAN INTERSTATE paid \$44,419.02 to MATA in compensation benefits under the terms and provisions of the LHWCA (inclusive of

\$7,500 toward settlement per Section 8(i) of the LHWCA).

Intervenor AMERICAN INTERSTATE would further show that in accordance with the terms and provisions of the LHWCA, and its policy of insurance, it has paid the total sum of \$20,123.71 for medical treatment to MATA (inclusive of \$500.00 for medical per Section 8(i) of the LHWCA). All of the aforesaid payments on the part of AMERICAN INTERSTATE for Plaintiff MATA were made necessary by the alleged injuries made the basis of Plaintiff's actions.

## VII.

Plaintiff in his Third Amended Petition on file herein, alleges that the injuries in question were proximately caused by the negligence of Defendants. By virtue of the LHWCA and the facts heretofore set forth, Intervenor AMERICAN INTERSTATE stands subrogated in law for the payments made heretofore to the Plaintiff for compensation and the sums expended for medical aid, hospital services, medicines and medical attention.

## VIII.

Intervenor AMERICAN INTERSTATE stands subrogated in law and by contract to the claims of Gulf Coast. AMERICAN INTERSTATE asserts its lien against any recovery or settlement Plaintiff may have against any Defendants named herein.

WHEREFORE, PREMISES CONSIDERED, Intervenor, AMERICAN INTERSTATE INSURANCE COMPANY, pray upon final hearing in this cause that if Plaintiff REYMUNDO MATA is entitled to recover damages of and from any Defendants herein, that out of any settlement or judgment recovered by said Plaintiff, Intervenor AMERICAN INTERSTATE do have and recover its damages as follows:

- (1) The amount of compensation and medical expenses paid to or on behalf of REYMUNDO MATA in the total sum of \$64,542.73;

- (2) Pre-Judgment Interest;
- (3) Post-Judgment Interest; and
- (4) Attorneys' Fees and costs.

Respectfully submitted,

SCHOUEST, BAMDAS,  
SOSHEA, & BENMAIER, PLLC

By: /s/ John C. Elliott  
JOHN C. ELLIOTT  
Attorney-in-Charge  
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ATTORNEYS FOR INTERVENOR,  
AMERICAN INTERSTATE  
INSURANCE COMPANY

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Reviewed By: Heather Riojas

**CERTIFICATE OF SERVICE**

I certify that on March 16, 2017, I served the above to all parties or attorneys of record with the court's electronic filing and service system, via email or first class mail:

Michael Patrick Doyle, Esq.  
The Doyle Law Firm  
Clocktower Building  
3401 Allen Parkway, Suite 100  
Houston, Texas 77019

Robert M. Browning, Esq.  
1177 West Loop South, Tenth Floor  
Houston, Texas 77027

Disney Cruise Vacations, Inc.  
CT Corporation System  
350 N St. Paul Street  
Dallas, TX 75201

/s/ John C. Elliott  
John C. Elliott

DATE

5/18/2017

A true copy I certify

LAURA HINOJOSA

District Clerk, Hidalgo County, Texas

By LM Deputy #37